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ORIGINAL

AGREEMENT

Between

TOWNSHIP OF HAMILTON

COUNTY OF ATLANTIC

And

THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION

MAINLAND LOCAL #77

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

Final Agreement - 4/17/04

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A Professional Labor Relations Corp.

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1
2 **AGREEMENT**
3

4 THIS AGREEMENT, entered into this _____ day of _____
5 2004, by and between the TOWNSHIP OF HAMILTON, in Atlantic County, a Municipal
6 Corporation of the State herein called the "Township," and the NEW JERSEY STATE
7 POLICEMEN'S BENEVOLENT ASSOCIATION, MAINLAND PBA LOCAL #77,
8 herein called the "Association," represents the complete and final understanding on
9 all bargainable issues between the Township and the Association.
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2 ARTICLE I
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5 PURPOSE
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11 THIS AGREEMENT is entered into pursuant to the provisions of Chapter 303, Laws
12 of 1968, as amended by Chapter 123, P.L. 1974 (NJ Rev. Stat. 34:13A-5.1 et. seq.) of the
13 State of New Jersey, to promote and ensure harmonious relations, cooperation and
14 understanding between the Township and its employees; all in order that the public service
15 shall be expedited and effectuated in the best interests of the citizens of the Township of
16 Hamilton.
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2 ARTICLE II
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5 RECOGNITION
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9 A. The Township hereby recognizes the Association as the sole and exclusive collective
10 negotiating agent and representative for all full-time Police Officers and Sergeants employed
11 by the Township of Hamilton Police Department.
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14 B. The title "Police Officer" or "Employee" shall be defined to include the plural as well
15 as the singular and to include males as well as females, uniformed member and non-
16 uniformed members assigned to plain clothes.
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2 ARTICLE III

3 MANAGEMENT RIGHTS

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5 A. The Township of Hamilton hereby retains and reserves unto itself, without limitation,
6 all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior
7 to the signing of this Agreement, by the laws and Constitution of the State of New Jersey and
8 the United States, including but without limiting the generality of the foregoing, the following
9 rights, subject to the requirements of N.J.S.A. 34:13A-1 et. seq.

10

11 1. The executive management and administrative control of the Township
12 government and its properties and facilities and activities of its employees by utilizing
13 personnel, methods and means of the most appropriate and efficient manner possible
14 as may from time to time be determined by the Township.

15

16

17 2. To make rules of procedure and conduct, to use improved methods and
18 equipment, to decide the number of employees needed for any particular time and in
19 sole charge of the quality and quantity of work required.

20

21

22 3. The right of management to make such reasonable rules and regulations as it
23 may from time to time deem best for the purposes of maintaining order, safety and/or
24 the effective operation of the Department after advanced notice thereof to the
25 employees to require compliance by the employees is recognized.

26

27

28 4. To hire all employees, to promote, transfer, assign or retain employees in
 positions with the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and subject to the grievance procedure.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds in bona fide

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

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2 ARTICLE IV
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5 NON-DISCRIMINATION
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10 A. The Township and the Association agree that there shall be no discrimination against
11 any employee because of race, creed, color, religion, sex, national origin, disability or
12 political affiliation.
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16 B. The Township and the Association agree that all police officers covered under this
17 agreement have the right without fear of penalty or reprisal to form, join and assist any
18 employee organization or to refrain from any such activity. There shall be no discrimination
19 by the Township or Association against any employee because of the employee's membership
20 or non-membership or activity or non-activity in the Association.
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2 ARTICLE V
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5 GRIEVANCE PROCEDURE
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10 A. The purpose of this procedure is to secure, at the lowest possible level, an equitable
11 solution to the problems which may arise affecting the terms and conditions of employment
12 under this Agreement.
13

14 B. Nothing herein shall be construed as limiting the right of any employee having a
15 grievance to discuss the matter informally with any appropriate member of the Department.
16

17 C. 1. With regard to employees, the term "grievance" as used herein means an
18 appeal by an individual employee or the Association on behalf of an individual
19 employee or group of employees, from the interpretation, application or violation of
20 policies, agreements, and administrative decisions affecting them.
21

22 2. With respect to employee grievances, no grievance may proceed beyond Step 1
23 herein unless it constitutes a controversy arising over the interpretation, application or
24 alleged violation of the terms and conditions of this Agreement. Disputes concerning
25 terms and conditions of employment controlled by statute or administrative
26 regulations, incorporated by reference in this Agreement either expressly or by
27 operation of law, shall not be processed beyond Step 1 herein.
28

29 D. The following constitutes the sole and exclusive method for resolving grievances
30 between the parties covered by this agreement, and shall be followed in it entirety unless any
31 step is waived by mutual consent:
32

1
2 **Step 1:** The aggrieved or the Association shall institute action under the provisions
3 hereof within fifteen (15) business days after the event giving rise to the grievance has
4 occurred, and an earnest effort shall be made to settle the differences between the aggrieved
5 employee and the Township, with the assistance of the Steward, in an informal manner
6 through the chain of command. The aggrieved employee and the Steward shall start the
7 grievance as high up in the chain of command as deemed necessary to resolve the grievance
8 within the department. Failure to act within said fifteen (15) business days shall be deemed to
9 constitute an abandonment of the grievance.

10
11 **Step 2:** If no agreement can be reached orally within five (5) calendar days of the
12 initial discussion, the employee or the Association may present the grievance in writing
13 within fifteen (15) calendar days thereafter to the Chief of Police, or designee. The written
14 grievance at this step shall contain the relevant facts and a summary of the preceding oral
15 discussion, the applicable section of the contract violated and the remedy requested by the
16 grievant. The Chief of Police or his designee will acknowledge receipt of the grievance, by
17 signing and dating the grievance, and answer the grievance in writing within ten (10) calendar
18 days of the receipt of the written grievance.

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21 **Step 3:** If the Association wishes to appeal the decision of the Chief of Police, such
22 appeal shall be presented in writing to the Township Administrator within ten (10) calendar
23 days thereafter. The submission at this step shall contain all the documentation submitted at
24 previous steps, including the Township's responses to the grievance at each step. The
25 Township Administrator shall acknowledge receipt of the grievance by signing and dating the
26 grievance, and respond to the grievance, in writing, within fifteen (15) calendar days of its
27
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submission. (In the event the Township Administrator cannot respond to a grievance, due to leave or the position being vacant, Step 3 will be bypassed.)

Step 4: If the Association wishes to appeal the decision of the Township Administrator, such appeal shall be presented in writing to the governing body, or its designee, within ten (10) calendar days. The submission at this step shall contain all the documentation submitted at previous steps, including the Township's responses to the grievance at each step. The governing body, or its designee, shall acknowledge receipt of the grievance by signing and dating the grievance, and respond in writing to the grievance within thirty (30) calendar days of its submission.

Step 5: If the grievance is not settled through Steps 1, 2, 3 or 4, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within thirty (30) calendar days of the receipt of the response from the governing body or its designee. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to them in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

1
2 F. Upon prior notice to and authorization of the Chief of Police, the designated
3 Association representatives shall be permitted as members of the grievance committee to
4 confer with the employees and the Township on specific grievances in accordance with the
5 grievance procedure set forth herein during work hours of employees, without loss of pay,
6 provided the conduct of said business shall not diminish the effectiveness of the Township of
7 Hamilton Police Department or require the recall of off-duty employees.
8

9
10 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not
11 been initiated within the time limits specified, then the grievance shall be deemed to have
12 been abandoned. If any grievance is not processed to the next succeeding step in the grievance
13 procedure within the time limits prescribed thereunder, then the disposition of the grievance at
14 the last preceding step shall be deemed to be conclusive. If a decision is not rendered within
15 the time limits prescribed for decision at any step in the grievance procedure, then the
16 grievance shall be deemed to be denied. Nothing herein shall prevent the parties from
17 mutually agreeing to extend or contract the time limits provided for processing the grievance
18 at any step in the grievance procedure.
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20 H. The Township and the Association agree that all disciplinary matters are grievable and
21 arbitrable.
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2 ARTICLE VI
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5 STRIKES
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8 A. Both parties recognize the desirability of the continuous and uninterrupted operations
9 of the Police Department and the avoidance of dispute which threatens to interfere with such
10 operation. Since the parties are establishing a comprehensive grievance procedure under
11 which unresolved disputes may be settled, the parties have removed the basic cause of work
12 interruptions during the period of this Agreement. The Association accordingly agrees, during
13 the period of this Agreement, that it will not, nor will any person acting in its behalf cause,
14 authorize, or support, nor will any of its members take part in, any strike, (i.e., concerted
15 failure to report for duty, or willful absence from their position, stoppage of work or
16 abstinence in whole or in part, from full, faithful and proper performance of the employee's
17 duties of employment) for any purpose whatsoever.

18 B. The above is interpreted that: The Association may be held liable for damages in
19 “wildcat” strikes, unless the Association immediately disavows the strike in writing and
20 notifies the strikers to return to work.

21 C. In the case of a strike, the Township may apply for an injunction against the
22 Association.

23
24 D. The Association agrees that any such strike is a breach of contract and that removes all
25 impediment from and permits the Township to dismiss or otherwise discipline employees
26 taking part in the breach of contract.

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2 ARTICLE VII
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5 STEWARD
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- 8 A. The Association shall appoint a Steward to act on behalf of the Association.
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10 B. The Steward, with prior notification to and approval of the Chief of Police, may be
11 permitted time off from their regular working hours, without loss of pay, to attend negotiating
12 sessions (with no time limitations), and one (1) regularly scheduled meeting of the
13 Association per month, not to exceed four (4) hours per meeting.
14
15 C. The Steward shall act on any grievance submitted by any employee.
16
17 D. The Chief of Police, in his sole discretion, may grant the Steward additional time off
18 without loss of pay to attend special or emergency meetings of the Association.
19
20 E. An employee attending any meeting covered by this Article on their off-duty time
21 shall do so voluntarily. The employee and the Association understand and agree that any such
22 off-duty time spent shall not be compensated by the Township and shall not be considered
23 “compensable hours” pursuant to the Fair Labor Standards Act.
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2 ARTICLE VIII
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5 BULLETIN BOARDS
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10 A. The Association shall have use of the bulletin board located in the Police Department
11 Headquarters for the posting of notices relating to meetings and official business of the
12 Association only.
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15 B. Only material authorized by the signature of the Association President, Steward, or
16 alternate shall be permitted to be posted on said bulletin board.
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19 C. The Township may have removed from the bulletin board any material, which does
20 not conform to the intent of the provisions of this Article.
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2 **ARTICLE IX**

3 **DUES CHECKOFF/AGENCY SHOP**

5 A. The Township agrees to deduct from the salaries of its employees, subject to this
6 Agreement, dues for the Association. Such deduction shall be made in compliance with
7 Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14 -15.9e, as amended.

9 B. A checkoff shall commence for each employee who signs a properly dated
10 authorization card, supplied by the Association and verified by the Chief Financial Officer,
11 during the month following the filing of such card with the Township.

13 C. If during the life of this Agreement there shall be any change in the rate of
14 membership dues, the association shall furnish the Township written notice thirty (30) days
15 prior to the effective date of such change and shall furnish to the Township either new
16 authorizations from its members showing the authorized deductions for each employee, or an
17 official notification on the letterhead of the Association advising of such changed deduction.

20 D. The Association will provide the necessary "checkoff authorization" form, and the
21 Association will secure the signatures of its members on the forms and deliver the signed
22 forms to the Township Clerk.

24 E. Any such written authorization may be withdrawn at any time by the filing of such
25 withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to
26 halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

1
2 F. The Township agrees to deduct the fair share fee from the earnings of those
3 employees who elect not to become members of the Association and transmit the fee to the
4 majority representative.

5
6 G. The deduction shall commence for each employee who elects not to become a member
7 of the Association during the month following written notice from the Association of the
8 amount of the fair share assessment. A copy of the written notice of the amount of the fair
9 share assessment must also be furnished to the New Jersey Public Employment Relations
10 Commission.

11
12 H. The fair share fee for services rendered by the Association shall be in an amount equal
13 to the regular membership dues, initiation fees and assessment, of the Association, less the
14 cost of benefits financed through the dues available only to members of the Association, but
15 in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues,
16 fees and assessments.

17
18 I. The sum representing the fair share fee shall not reflect the costs of financial support
19 of the political causes or candidates, except to the extent that it is necessary for the
20 Association to engage in lobbying activity designed to foster its policy goals in collective
21 negotiations and contract administration, and to secure for the employees it represents
22 advances in wages, hours and other conditions of employment which ordinarily cannot be
23 secured through collective negotiations with the Township.

24
25 J. Prior to January 1st and July 31st of each year, the Association, if there is a change in
26 the cost of membership, shall provide advanced written notice to the Township and any non-

1 member of such increase. Upon written request, any information necessary to compute or
2 validate the fair share fee for services enumerated above will be forwarded to the Township or
3 employee requesting same.
4

5
6 K. The Association shall establish and maintain a procedure whereby any employee can
7 challenge the assessment as computed by the Association. This appeal procedure shall in no
8 way involve the Township or require the Township to take any action than to hold the fee in
9 escrow pending resolution of the appeal.
10

11 L. The Association shall indemnify, defend and save the Township harmless against any
12 and all claims, demands, suits or other forms of liability that shall arise out of or by reason of
13 action taken by the Township in reliance upon salary deduction authorization cards or the fair
14 share assessment information as furnished by the Association to the Township, or in reliance
15 upon the official notification on the letterhead of the Association and signed by the President
16 of the Association, advising of such changed deduction.
17

18
19 M. Membership in the Association is separate, apart and distinct from the assumption by
20 one of the equal obligations to the extent that the employee has received equal benefits. The
21 Association is required under this Agreement to represent all of the employees in the
22 bargaining unit fairly and equally, without regard to Association membership. The terms of
23 this Agreement have been made for all employees in the bargaining unit, and not only for
24 members in the Association, and this Agreement has been executed by the Township after it
25 had satisfied itself that the Association is a proper majority representative.
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2 ARTICLE X
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5 POLICE OFFICER'S RIGHTS
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10 A. Elected representatives of the Association shall be permitted time off from their
11 regularly scheduled working hours to attend negotiating sessions between the Township and
12 the Association and grievance sessions between the Township and the Association.
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16 B. An employee shall be made aware of any complaints or charges concerning them,
17 which may result in disciplinary action. An employee must receive a copy of any disciplinary
18 charges against them within the time required by N.J.S.A. 40A:14-145. An employee shall not
19 be compelled to make any verbal or written statement until they have consulted an attorney
20 and/or the Association.
21
22

23 C. An employee shall not be suspended or suffer any loss in benefits until after the
24 employee has had a departmental hearing and has been found guilty, except in cases of severe
25 nature when the Chief of Police deems the suspension of a member an immediate necessity
26 for the safety of the public.
27
28

29 D. The steward, on behalf of the employee with the written approval of the employee,
30 may review any reports pertaining to the actions taken against said employee. The employee
31 suspended shall be given a hearing, and, if found guilty, shall have the right to appeal their
32 suspension through the grievance procedure.
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2 ARTICLE XI
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5 LEGAL REPRESENTATION
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8 A. The Township will provide, at its expense, an attorney from the approved list of
9 attorneys to be used pursuant to N.J.S.A. 40A:14-155.
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11 B. Said list shall be approved by the governing body and maintained by the Chief of
12 Police and the Township Administrator.
13

14 C. In the event an attorney whose name does not appear on the approved list is requested
15 by an employee, they shall be entitled to utilize said attorney so long as the Township
16 Committee or its designee verifies that the attorney's fee is the same or substantially similar to
17 the fees of the attorneys on the approved list.
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2 ARTICLE XII
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5 LEAVE FOR PBA MEETINGS
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10 A. All members of the Association Executive Board shall be granted leave from duty,
11 without loss of pay, not to exceed four (4) hours per meeting, not to exceed twelve (12)
12 meetings per year, to attend regularly scheduled meetings of the State and Local Association
13 and Executive Board meetings when such employee gives at least forty-eight (48) hours
14 notice to the Chief of Police.
15

16 B. An employee attending any meeting covered by this Article on their off-duty time
17 shall do so voluntarily. The employee and the Association understand and agree that any such
18 off-duty time spent shall not be compensated by the Township and shall not be considered
19 "compensable hours" pursuant to the Fair Labor Standards Act.
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2 ARTICLE XIII
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5 PERSONNEL FILES
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10 A. A personnel file shall be established and maintained for each employee covered by
11 this Agreement. Such files are confidential records and shall be maintained by the Township,
12 and may be used for evaluation purposes by the Chief of Police, Township Administrator
13 and/or governing body only.
14

15 B. Upon advance notice and at reasonable times, any member of the Police Department
16 may at any time review their personnel file. However, this appointment for review must be
17 made through the Chief of Police or their designee.
18

19
20 C. Whenever a written complaint concerning an employee or their actions is to be placed
21 in their personnel file, a copy shall be made available to them and they shall be given the
22 opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in
23 their file.
24

25
26 D. All personnel files will be carefully maintained and safeguarded permanently and
27 nothing placed in any files shall be removed therefrom. Removal of any material from a
28 personnel file by any employee shall subject that employee to appropriate disciplinary action.
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2 ARTICLE XIV
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5 HOURS OF WORK AND OVERTIME
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10 A. The scheduled workweek for all employees covered by this Agreement shall be a forty
11 (40) hour workweek, averaged by the work week schedule to be as close as possible on an
12 annualized basis.
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15 B. The Township and the Association agree that if the work schedule for the Department
16 is revised, any decrease in the scheduled work hours as enumerated in Section A above shall
17 be "returned" to the Township in the form of in-service training. The Township and the
18 Association further agree that any revision in the work schedule, whether it requires a greater
19 or lesser number of scheduled workdays and/or a greater or lesser number of hours per tour of
20 duty, shall not affect the contractually agreed upon number of days off (i.e., vacation days,
21 sick leave days, etc.). A day pursuant to this Agreement shall be considered a day off
22 regardless of the number of hours required per shift.
23
24

25 C. Overtime shall consist of all hours worked in excess of the employee's regularly
26 scheduled workday or regularly scheduled workweek.
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29 D. Overtime shall be defined to include all hours spent on emergencies, all court
30 appearances required on behalf of the Township, and any other extra duty activities where the
31 employee's attendance is required by the Township.
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2 E. If an employee is recalled to active duty, including court, they shall receive a
3 minimum of two (2) hours of overtime pay, so long as said recall is not contiguous with the
4 employee's regular work shift. The employee may be utilized for other duties as required in
5 the best interest of the Township.

6
7 F. Overtime shall be compensated as follows:

8 Paid at rates based on the following formulas:

9 Employees receiving longevity pay:

10 Base Salary + longevity/2080 hours x 1.5

11 Employees not entitled to longevity pay:

12 Base Salary/2080 hours x 1.5

13
14 G. The Township and the Association agree that the subject of work schedules is a
15 mandatory subject of negotiations except in cases of emergency or where special
16 qualifications of officers are required. Therefore, the Township and the Association agree that
17 except for emergencies or where special qualifications of officers are required, there shall be
18 no change in the 4-2 work schedule in existence on December 31, 1989 without prior
19 negotiations between the parties.

20
21
22 H. No employee shall have their regular workweek schedule or regular day off schedule
23 altered for the purpose of avoiding payment of overtime.
24

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2 I. Officers assigned as Detectives and to special units as designated by the Chief of
3 Police shall receive four (4) hours compensatory time for each week they are placed in an "on
4 call" status so long as the employee is not called in during that week. If the employee is called
5 in, they shall be entitled to the two (2) hours compensatory time and receive the minimum of
6 two (2) hours call back time at the overtime rate pursuant to Article XIV, Section E.

7
8 J. On call status is defined as a period of time during which the officer must physically
9 remain near the Township of Hamilton, must be available for work, and is required to report
10 to work if called. This section does not apply to the periods of time the employee is on call
11 while on-duty, as described in Article XV, nor does it apply to assignments in which response
12 is optional.
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2 **ARTICLE XV**
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5 **DINNER BREAK**
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9 A. Employees will be permitted one (1) thirty (30) minute dinner break during each tour
10 of duty.
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13 B. It is further agreed that employees may take one (1) ten (10) minute break during each
14 four (4) hours of duty.
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17 C. The Association recognizes that all employees are on call for duty during their break
18 time.
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2 ARTICLE XVI
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5 SALARIES
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8 A. The following annual base salaries shall be paid to all bargaining unit employees
9 commencing on the date of mutual contract acceptance and retroactive to January 1, 2004:
10

Classification	(4%) 2004	(4%) 2005	(4%) 2006	(4%) 2007	(4%) 2008
Base Salary	Base Salary	Base Salary	Base Salary	Base Salary	
Police Officer 1	\$42,204	\$43,892	\$45,648	\$47,474	\$49,373
Police Officer 2	47,390	49,286	51,258	53,308	55,440
Police Officer 3	52,576	54,679	56,866	59,141	61,507
Police Officer 4	57,762	60,072	62,475	64,974	67,573
Police Officer 5	63,480	66,019	68,659	71,406	74,262
Sergeant	\$70,591	\$73,415	\$76,351	\$79,405	\$82,581

18 B. There shall be a "pre-academy" step. Any recruit hired on or after this date will be
19 placed at the "pre-academy" step and will receive seventy-five percent (75%) of a "Police
20 Officer 1" salary until said recruit graduates from the police academy, at which time they
21 shall move to the "Police Officer 1" salary step.
22

23
24 C. The Township agrees to establish direct deposit of pay to an employee's bank upon
25 the request of the employee.
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2
3 ARTICLE XVII

4 LONGEVITY

5
6 A. Each employee shall be paid, in addition to, and together with their annual base salary,
7 additional compensation based upon the length of their service and determined according to
8 the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Beginning Fifth Year	2% of Base Salary
Beginning Tenth Year	4% of Base Salary
Beginning Fifteenth Year	6% of Base Salary
Beginning Twentieth Year	8% of Base Salary
Beginning Twenty-fourth Year	10% of Base Salary

17 B. Longevity pay shall be applied on the basis of the employee's anniversary date of
18 employment with such employee's annual base salary being adjusted to include the longevity
19 pay and shall commence at the adjusted rate.

21 C. All longevity pay shall be added to and included in an employee's annual salary for
22 overtime calculations and pension purposes.

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2 ARTICLE XVIII
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5 ANNIVERSARY DATE
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12 A. For the purpose of this Agreement, all annual adjustments applicable to this
13 Agreement shall be measured from the anniversary date of the employee's date of
14 employment rather than on a calendar year basis.
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2 ARTICLE XIX
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5 ACTING OFFICER
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8 A. The Senior Police Officer on duty during a shift in which no Patrol Sergeant is on duty
9 for the entire shift shall be designated as Shift Supervisor. This individual will assume all
10 duties and responsibilities normally assigned by Standard Operating Procedures (SOP), or a
11 special directive to the Sergeant in charge of that shift.
12

13 B. A record of all such Shift Supervisor assignments shall be maintained by the Chief of
14 Police or his designee representative in order to document appropriate compensation.
15

16 C. Police Officers assigned as Shift Supervisors shall be paid in addition to their normal
17 salary rate, a sum equal to one-half (1/2) of the difference between the hourly rate of a Police
18 Officer 5 and a Sergeant. This sum being consistent for all Police Officers assuming said
19 duties.

20
21 D. This compensation will be paid as accrued.
22

23 E. Any employee, designated by the Chief of Police, who shall act for a senior officer, in
24 the absence of such senior officer, and who shall have performed the duties thereof for a
25 continuous period of thirty days, shall thereafter be entitled to compensation appropriate to
26 such office for the time so held:
27
28

ARTICLE XX

VACATIONS

A. All employees shall be entitled to the following paid vacation according to the following vacation schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
Beginning the 2nd month through the 1st year	1 day per month
Beginning the 2nd through the 3rd year	10 days per year
Beginning the 4th through the 9th year	15 days per year
Beginning the 10th through the 14th year	20 days per year
Beginning the 15th through the 19th year	22 days per year
Beginning the 20th year	25 days per year

B. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. Members will not be recalled to duty while on vacation except in extreme emergencies declared by the Chief of Police.

1
2 C. Accrued vacation leave shall be compensated for when the employee becomes
3 separated, either voluntarily or involuntarily, from the Township's service unless the
4 employee terminates service without giving ten (10) days notice to the Chief of Police. For
5 the purpose of this Section, vacation leave will be accrued on a pro-rated monthly basis.
6

7 D. Vacations may be accumulated to a maximum of one (1) year's entitlement, and the
8 total accumulated vacation leave that may be carried from one year to the next shall not
9 exceed one (1) year's entitlement.
10

11 E. In the month of January, it will be the responsibility of the Chief of Police, to post a
12 notice listing the unused vacation accumulated from previous years, along with the vacation
13 days due from the current year.
14

15 F. Employees may apply to the Chief of Police to receive a special advance pay when
16 going on a vacation of ten (10) days or more with twenty-one (21) days prior notification.
17

18 G. Employees will be able to take their vacations any time during the year. Vacations
19 according to each shift, or division, shall be picked on a seniority basis when the request is
20 submitted between January 1 and March 1. Vacation requests made after March 1 shall be
21 granted based upon the order in which they are received, regardless of seniority, and shall not
22 be subject to bumping unless agreed to by the employee being bumped. Employees must give
23 thirty (30) days notice prior to the start of their requested vacation to the Chief of Police. Final
24 approval of all vacations and vacation schedules shall be at the sole discretion of the Chief of
25 Police. The Chief of Police shall have the flexibility to grant vacations with less than thirty
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2 (30) days notice so long as manpower permits and no overtime situation is created. Seventy-
3 two (72) hours notice shall be required for a vacation request of one (1) day.
4

5 H. It is agreed that only one (1) employee on each shift will be permitted on vacation at
6 the same time unless otherwise authorized in the Police Chief's sole discretion.
7

8 I. Vacation days shall be accrued on a pro-rated monthly basis. Any month in which an
9 employee is absent for more than fifty (50) percent of their scheduled work days in any given
10 month due to disciplinary suspension, or leave of absence with or without pay, said employee
11 shall not accrue any vacation for that month. The term "leave of absence with or without
12 pay" shall not include contractual time off (i.e., vacation leave, sick leave, etc.).
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ARTICLE XXI

PERSONAL DAYS

A. All employees shall enjoy two (2) personal days per year for personal, business, household or family matters described in this Section.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or their family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least three (3) days in advance. Personal days may be granted without three (3) days advance notice by the Chief of Police or designee for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to resolve the situation outside of the workday. Personal leave will not be granted if it interferes with the manpower needs of the Department.

E. Employees shall receive reimbursement for a maximum of one unused personal day in the first pay in December.

F. Employees shall be entitled to their birthday as an additional personal day. Employees shall receive reimbursement in the first pay in December if this personal day is unused. This reimbursement shall be in addition to the allowable reimbursement in Section F.

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2 ARTICLE XXII
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5 SICK LEAVE
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8 A. Sick leave is hereby defined to mean absence from post or duty by an employee by
9 reason of personal illness, accident or exposure to contagious disease.
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12 B. 1. An employee may utilize up to a maximum of five (5) sick days per year for
13 attendance upon a member of the employee's immediate family, seriously ill and
14 requiring care or attendance of such employee or to care for a family member who is
15 ill or other person for whom responsibility is required due to incapacity of a family
16 member.
17
18

19 2. The term "immediate family" is hereby defined to include the following:
20 spouse, child, grandparent, parent, brother, sister, or spouse's parent, or any relative
21 living in the employee's household.
22
23

24 C. An employee who is absent for reasons that entitle them to sick leave shall notify their
25 supervisor promptly, but not later than two (2) hours before the employee's usual reporting
26 time.
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29 D. Sick leave shall accrue for regular full-time employees at the rate of one and one-
30 quarter (1½) working days per month in every calendar year of employment, and shall
31 accumulate from year to year.
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2 E. 1. A certificate of a Treating health care provider who is eligible under the
3 Township's insurance carrier in attendance who is eligible
4 under the Township's Insurance Carrier, shall be required as proof of need of the
5 employee's leave after two (2) consecutive days sick leave or after five (5) days
6 unexcused sick leave in any one (1) year, unless such illness is of a chronic or
7 recurring nature requiring absences of one (1) day or less, in which case only one (1)
8 certificate shall be necessary for a period of six (6) months, provided, however, the
9 certificate must specify that the chronic or recurring nature of the illness is likely to
10 cause a subsequent absence from employment.

11
12 2. It is understood that any absence that is verified by a Treating health care
13 provider's certificate who is eligible under the Township's Insurance Carrier, is
14 considered an excused absence and is not counted as an unexcused absence for
15 purpose of requiring additional written verification after five (5) days sick leave in any
16 one (1) year.

17
18 3. Employees utilizing sick leave for attendance upon a member of the
19 employee's immediate family may be required to provide verification from a Treating
20 health care provider who is eligible under the Township's insurance carrier who is
21 eligible under the Township's Insurance Carrier, of both the nature of the illness and
22 the reason why the employee's care or attendance is required for the family member.

23
24 F. An employee's supervisor may, at any time, require additional proof of illness of an
25 employee on sick leave, whenever such a requirement appears reasonable to the supervisor

1 and approved by the Chief of Police. If an employee's supervisor requires proof of illness
2 pursuant to this Section, the employee shall be examined by the Township's physician/health
3

4
5 care provider or any other physician/health care provider who is eligible under the
6 Township's insurance carrier designated by the Township at the Township's expense. If the
7 employee chooses to be examined by any other Treating physician/health care provider who is
8 eligible under the Township's insurance carrier, the examination shall be at the employee's
9 expense.
10

11 G. In cases of leaves of absence ordered by the Township physician/health care provider
12 who is eligible under the Township's insurance carrier and/or County Board of Health due to
13 exposure to contagious disease, a certificate from the Township physician/health care
14 provider who is eligible under the Township's insurance carrier and/or the County Board of
15 Health shall be required before the employee may return to work, and time lost will not apply
16 to sick leave time or any loss of pay.
17

18
19 H. In the month of January it will be the responsibility of the Chief of Police to post a
20 statement listing the amount of sick days unused during the year and the total accumulated
21 days unused during an employee's total years of service for each employee.
22

23
24 I. When an employee reports for work and is forced, because of illness, to leave work
25 after working at least two (2) hours, the maximum deduction from the employee's sick leave
26 will be one-half (1/2) day.
27
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2 J. If an employee is absent from work for more than fifty (50%) percent of their
3 scheduled work days in any given month due to disciplinary suspension or leave of absence
4 with or without pay, said employee shall not accrue sick time for that month. The term "leave
5 of absence" shall not apply to any other contractual time off (i.e., sick leave, injury leave,
6 vacation leave, etc.).

7
8
9 K. 1. An employee, or their beneficiary, shall be reimbursed for accrued and unused
10 sick leave at the rate of one (1) day's pay for every two (2) days accrued, computed
11 upon the employee's base rate of pay at the time of retirement, up to a maximum of
12 fifteen thousand (\$15,000.00) dollars.

13
14
15 2. In order for the employee to be eligible for the benefits enumerated above, the
16 employee must have completed fifteen (15) years of employment with the Township
17 and be eligible for full retirement under the New Jersey Police and Firemen's
18 Retirement System. An employee retiring under the New Jersey Police and Firemen's
19 Retirement System due to disability incurred in the line of duty or death in the line of
20 duty shall be eligible for the benefits enumerated above without any minimum years of
21 service with the Township. Payment shall be made within one (1) year from the date
22 of notice.

23
24
25 3. An employee terminating their employment, or whose employment is
26 terminated for any reason other than as expressed in Section K2 above shall not be
27 reimbursed for any unused accrued sick leave.

1 L. The Chief of Police may require an employee to provide a health care provider's note
2 who is eligible under the Township's insurance carrier, indicating the employee is fit to return
3 to duty.
4

5

6 M. If an employee utilizes no more than five (5) sick days in any calendar year, he shall
7 be eligible to sell back up to five (5) sick days at the end of the calendar year as long as the
8 employee will retain thirty (30) or more sick days after the sell back. Such payment shall be
9 made no later than the second pay check in January immediately following the year in which
10 the sick days were sold back.

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2 ARTICLE XXIII
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5 INJURY LEAVE
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8 A. 1. In the event an employee becomes disabled by reason of service-connected
9 injury or illness and is unable to perform their duties, then, in addition to any sick
10 leave benefits otherwise provided for herein, they may be entitled to full pay for a
11 period of up to one (1) year.
12

13 2. If an employee returns to work from injury leave for less than one (1) year they
14 may return to injury leave for the same injury for an additional period of time which,
15 when added to the initial period of injury leave, totals no more than one (1) year.
16

17 3. When an employee returns from injury leave, they shall be entitled to a new
18 period of injury leave for a period of up to one (1) year if the employee submits a new
19 injury claim due to an independent event causing reinjury or new injury.
20

21 B. 1. When an employee requests injury leave, they shall be placed on "conditional
22 injury leave" until a determination of whether or not an injury or illness is work
23 related and the employee is entitled to injury leave is initially made by the Township's
24 Workmen's Compensation carrier, with the final determination, if necessary, to be
25 made by the Workmen's Compensation Bureau or Court. When and if it is finally
26 determined that the injury or illness is not work related and that the employee is not
27 entitled to job injury compensation, the employee shall be denied injury leave and
28 shall have all time off charged against their accumulated sick time and, if necessary,
 against any other accumulated leave time. If the employee does not have enough

1 accumulated time off, they shall be advanced sick time to cover the absence. If the
2 employee leaves the employ of the Township prior to reimbursing the Township for
3 such advanced time, the employee shall be required to reimburse the Township for
4 such advanced time.

5

6

7 2. When an employee is granted either "conditional injury leave" or "injury
8 leave," the Township's sole obligation shall be to pay the employee the difference
9 between their regular pay and any compensation, disability or other payment received
10 from other sources provided by the Township. At the Township's option, the
11 employee shall either surrender and deliver any compensation, disability or other
12 payments to the Township and receive their entire salary payment, or the Township
13 shall pay the difference.

14

15

16 C. 1. Any employee who is injured, whether slight or severe while working, must
17 make an immediate report as soon as possible to the Chief of Police or immediate
18 supervisor.

19

20

21 2. Any employee, while engaged in their official duties, who becomes injured,
22 comes in contact with any substance, animal or insect known to be harmful,
23 contagious or contaminating or comes into physical contact with any person who is
24 known to carry a contagious or infectious disease or where the employee comes into
25 contact with body fluids of any person or animal, shall immediately report the incident
26 to their immediate supervisor.

1
2 D. It is understood that the employee must file an injury report, when physically able,
3 with the Chief of Police or Officer-in-Charge so that the Township may file the appropriate
4 Workers' Compensation Claim. Failure to report said injury may result in the failure of the
5 employee to receive compensation under this Article.

6
7 E. The employee shall be required to present evidence by a certificate of a physician
8 designated by the insurance carrier that they are unable to work, and the Township may
9 reasonably require the employee to present such certificate from time to time.

10
11 F. If the Township does not accept the certificate of the physician designated by the
12 insurance carrier, the Township shall have the right, at its own cost, to require the employee to
13 obtain a physical examination and certification of fitness by a physician appointed by the
14 Township.

16
17 G. In the event the Township appointed physician certifies the employee fit to return to
18 duty, injury leave benefits granted under this Article shall be terminated, unless the employee
19 disputes the determination of the Township appointed physician. Then the Township and the
20 employee shall mutually agree upon a third physician, who shall then examine the employee.
21 The cost of the third physician shall be borne equally by the Township and the employee. The
22 determination of the third physician as to the employee's fitness to return to duty shall be final
23 and binding upon the parties. In the event the third physician also certifies the employee fit to
24 return to duty, injury leave benefits granted under this Article shall be terminated.
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2 ARTICLE XXIV
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5 TEMPORARY LIGHT DUTY
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10 A. This provision is to provide for the temporary assignment of employees within the
11 police department, when, due to injury or illness, said employee cannot perform their normal
12 duties.
13

14 B. Upon the request of the employee through the Chief of Police, or at the discretion of
15 the Chief of Police, the Township physician shall examine said employee and render a written
16 opinion as to the officer's ability to perform limited light duty activities. This opinion shall
17 consider the likelihood of exaggeration of the existing condition during performance of said
18 duties, as well as the officer's ability to perform.

19
20 C. The Township physician's opinion shall be final in all matters related to the duties to
21 be performed while assigned to light duty.
22

23 D. No officer carried under light duty will be permitted to engage in any outside
24 employment during the period of light duty assignment.
25

26 E. In the event a female employee becomes pregnant, she shall be permitted to perform
27 light duty upon written documentation from her physician and with the approval of the Chief
28 of Police. Said light duty shall be performed until her physician requires that she stop work.
29

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2 ARTICLE XXV
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5 DISABILITY INSURANCE
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8 A. The Township agrees to enter into a program to provide Temporary Disability
9 Insurance under the Disability Insurance Service of the New Jersey Department of Labor.
10

11 B. This program shall provide, in accordance with state guidelines, a maximum of
12 twenty-six (26) weeks of coverage. All costs of this program shall be allocated in accordance
13 with state guidelines for program administration.
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2 ARTICLE XXVI
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5 FUNERAL LEAVE
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9 A. In the event of the death of the employee's mother, father, spouse or child, the
10 employee shall be allowed to utilize five (5) days as funeral leave, which must be taken within
11 fifteen (15) days of the death and need not be consecutive in nature.
12

13
14 B. In the event of the death in the remainder of the employee's immediate family, the
15 employee shall be allowed to utilize three (3) days as funeral leave, which must be taken
16 within fifteen (15) days of the death and need not be consecutive in nature.
17

18
19 C. The term "immediate family" shall be defined as the employee's parents-in--law, step-
20 child, brother, sister, daughter-in-law, son-in-law, grandparents, grandparents-in-law.
21

22
23 D. The Chief of Police and/or the Township Administrator or designee may, in its sole
24 discretion, grant the employee one (1) sick leave day for the death of any other member of the
25 employee's family. The granting of the additional sick day shall not be discriminatorily
26 applied.
27

28
29 E. The Chief of Police and/or the Township Administrator or designee shall have the
30 ability to grant funeral leave outside of the contractual time frame specified in Sections A and
31 B above, and to grant other contractual accumulated time off for funeral leave. Such granting
32 of time off shall not be unreasonably denied.
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2 ARTICLE XXVII
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4 LIMITATIONS ON LEAVE
5

6 A. No leave of absence or combinations of leaves of absence for any cause whatsoever,
7 except Military Leave or Injury Leave for an injury which occurred while in the performance
of the employee's duties as a police officer, shall exceed one (1) year.
8

9 B. In the case of continuous absence for more than one (1) year, such employee so absent
10 shall automatically be separated from the Department on the first anniversary date from the
11 date such absence began.
12

13 C. The employee must be notified by certified mail at least twenty (20) days prior to
14 termination, and is entitled to all separation compensation due them.
15

16 D. Township Committee approval of such leave of absence would be based on the
17 recommendation of the Chief of Police and Township Administrator.
18

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2 ARTICLE XXVIII
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5 CLOTHING ALLOWANCE
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10 A. 1. Every employee, uniformed and non-uniformed (Detectives), shall be entitled
11 to an annual cleaning and maintenance allowance in the amount of 1,100.00, which
12 shall include replacements other than that which is specifically the responsibility of
13 the Township as specified in Section D and F below.
14
15 2. All officers assigned as Detectives shall be entitled to an additional clothing
16 maintenance allowance of \$200.00.
17
18 B. Said allowance to be paid in a lump sum in the first pay of December of each year.
19
20 C. 1. All uniforms or clothing damaged in the line of duty will be replaced or
21 repaired by the Township.
22
23 2. Duty related personal items such as watches or eyeglasses/contact lenses, or
24 other items for which the employee has obtained prior written approval for use, which
25 shall be damaged in the line of duty shall be repaired or replaced at the Township's
26 expense with the following limitations: watches-\$100.00, eyeglasses/contact lenses-\$
27 \$150.00. Other items will be considered on a value basis. Jewelry will not be
28 considered duty-related items. Personal equipment carried or used for which no
 written permission has been received will not be repaired or replaced. The fact that an
 employee has or uses this equipment shall not constitute approval.

- 1
- 2 D. 1. The Township agrees to provide each employee with an initial issue of
- 3 uniforms complete with required uniform patches and insignia, leather and web gear,
- 4 body armor, and necessary equipment listed in Section E. The uniform issue includes
- 5 a summer uniform, including short-sleeved shirts, without a tie, which will be worn
- 6 during the summer months or at any other time deemed appropriate at the discretion of
- 7 the Chief of Police. Each employee is responsible to maintain in serviceable condition
- 8 the number and type of uniforms listed in Section E.
- 9
- 10 2. The Township agrees to provide replacement body armor to each employee
- 11 according to a normal and proper schedule of replacement.
- 12
- 13 3. The Township agrees to provide replacement equipment to each employee as
- 14 needed due to normal wear and normal equipment failure. That equipment is defined
- 15 as weaponry, hardware, and tools issues and required by the Department not included
- 16 in the list of uniforms and leather/web belt gear, and listed in Section E of this Article.
- 17
- 18 4. The Township agrees to provide required uniform patches and insignia at the
- 19 Township's expense for replacement uniforms.
- 20
- 21
- 22 5. The Township agrees to assume uniform and equipment costs arising from a
- 23 change of rank or specialized assignment, or from a change by management in the
- 24 style of uniform or type of equipment.
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- 26
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6. The Township agrees to replace or repair uniforms, leather and web gear, body armor, and equipment damaged in the line of duty, where that damage was not caused by gross negligence or carelessness on the part of the employee. The employee will immediately report damage to uniforms, leather and web gear, body armor, and equipment to his/her supervisor, who will determine the cause and recommend to the Chief of Police its replacement, if proper. Damage to uniforms, leather and web gear, body armor, and equipment caused by employee gross negligence or carelessness will be the responsibility of the employee to replace. Failure to replace article damaged through gross negligence or carelessness will be cause for disciplinary action.

E. The following list constitutes the required initial issue by the Township of uniforms, leather and web gear, body armor and equipment required to be maintained by each Police Officer. All styles, types and models must be approved by the Chief of Police.

Uniforms:

- (a) 5 in total pairs of pants,
including at least one Class A and one Class B
 - (b) 5 in total short sleeved shirts,
including at least one Class A and one Class B
 - (c) 4 in total long sleeved shirts,
including at least one Class A and one Class B
 - (d) 1 Class A uniform hat & rain cover
including at least one Class A and one Class B
 - (e) 1 Class B uniform hat and hat-badge
including at least one Class A and one Class B
 - (f) 2 Class A uniform ties
including at least one Class A and one Class B
 - (g) 2 pairs of shoes
including at least one Class A and one Class B
 - (h) 1 winter coat or jacket
including at least one Class A and one Class B
 - (i) 1 lightweight spring jacket
including at least one Class A and one Class B
 - (j) 1 raincoat
including at least one Class A and one Class B
 - (k) 1 traffic safety vest
including at least one Class A and one Class B
 - (l) 1 pair of winter gloves (military type)
including at least one Class A and one Class B
 - (m) 1 whistle and lanyard
including at least one Class A and one Class B
 - (n) 1 shirt badge
including at least one Class A and one Class B
 - (o) 1 ID wallet, containing off-duty badge and ID card
including at least one Class A and one Class B
 - (p) 1 nameplate
including at least one Class A and one Class B

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4 Leather/Web Belt Gear:

- 5 (a) 1 gun belt with buckle
6 (b) 1 duty holster
7 (c) 1 off-duty holster
8 (d) 1 impact weapon holder
9 (e) 1 O.C. Spray holder
10 (f) 1 handcuff case
11 (g) 1 magazine pouch

12 Body Armor:

- 13 (a) 1 set of soft body armor

14 Equipment:

- 15 (a) 1 service weapon
16 (b) 3 ammunition magazines and ammunition
17 (c) 1 impact weapon
18 (d) 1 canister of O.C. Spray
19 (e) 1 pair of handcuffs
20 (f) 1 summons book holder
21 (g) 1 flashlight

22 F. The Township agrees to provide uniformed employees with a summer uniform, which
23 shall include short-sleeved shirts, without a tie, and allow the same to be worn during the
24 summer months, or at any other time deemed appropriate at the discretion of the Chief
25 of Police or designee.

1
2 ARTICLE XXIX
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4

5 EQUIPMENT
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7

8 A. The following equipment will be properly maintained by the Township on all marked
9 police vehicles with light bars:
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12 i. Police vehicles required to be used on duty will be in good (safe) working
13 condition.
14

15
16 2. The Township will make an effort to install protective screens in marked patrol
17 vehicles.
18

19
20 3. Shotguns will be maintained in locked mounts in the front of patrol vehicles.
21

22
23 4. All vehicles will have air-conditioning units.
24

25
26 5. All police vehicles will have AM radios. The Township agrees to phase in
27 AM-FM radios on all new patrol vehicles.
28

29
30 6. All patrol vehicles will be suitable for law enforcement operations.
31

32
33 7. Those vehicles determined by the Public Works Director to be unsafe for
34 patrol will be immediately removed from service. An effort will be made to repair and
35 put said vehicle back in service whenever possible. Vehicles determined by the Public
36 Works Director to be unsafe for patrol will be removed from service.
37

1 Works Director to be unsafe and irreparable will be permanently removed from
2 service.
3
4

5 B. The senior-ranking officer on each shift, while on duty, will have access to the police
6 locker where emergency equipment is kept so that the public welfare and the safety of
7 employees can be maintained in emergencies.
8

9 C. The Township will maintain an adequate number of portable radios for patrol use
10 during the standard work shift.
11

12 D. The Township shall provide the means by which police vehicles are to be kept clean.
13 An employee shall not be personally responsible for cleaning the vehicle unless they are the
14 only employee assigned to the vehicle. However, the employee may be required to take the
15 vehicle to the car wash at Township expense.
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2 ARTICLE XXX
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5 FIREARMS
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9 A. Employees will be governed by directives from the Atlantic County Prosecutor's
10 Office concerning use and qualification with any firearm used in connection with their
11 employment.
12 :
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14 B. The Township agrees to provide the employee with at least thirty (30) days notice that
15 qualifications will be held.
16

17 C. Any employee not qualifying may not be removed from active duty or restricted in
18 any way from their normal assignment during this time.
19

20 D. A second qualification opportunity must be established within forty-five (45) days of
21 failure to qualify.
22

23 E. If an employee fails to qualify during the second qualification opportunity, the Chief
24 of Police may take the appropriate action.
25

26 F. 1. An employee shall be permitted to qualify with and carry an off-duty weapon.
27 The costs for the off-duty weapon, ammunition and targets to qualify with the off-duty
28 weapon will be borne by the employee. The employee shall be required to qualify with
 the off-duty weapon on their own time, with all costs of the qualification to be borne
 by the employee.

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3 2. Prior to qualifying with and carrying an off-duty weapon, the employee must
4 receive approval from the Chief of Police to qualify with and carry said off-duty
5 weapon.
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2 ARTICLE XXXI
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5 HOSPITALIZATION INSURANCE
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10 A. The Township agrees to provide New Jersey Blue Cross and Blue Shield
11 hospitalization insurance with Rider "J" for all employees covered under this Agreement at
12 the Township's expense.
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14 B. The Township agrees to provide Major Medical insurance for all employees covered
15 by this Agreement at the Township's expense.
16

17 C. The Township shall provide employees with the eye/dental/prescription coverage now
18 under municipal contract. In no event will the above coverage be changed unless the
19 Association is given prior notification of said change, and unless equivalent or improved
20 plans are obtained by the Township. All employees shall contribute \$20.00 per month through
21 payroll deduction towards the Dental Plan premium even if electing not to participate.
22

23 D. The Township agrees to provide Hepatitis "B" shots for all employees at no cost to the
24 employee.
25

26 E. The Township shall have the right to change insurance carriers, including self-
27 insurance, so long as the Association is given prior notice of the change, and so long as
28 similar or substantially equivalent benefits are provided. The Association agrees that should
 the Township consider changing insurance plans and/or carriers, the Township shall notify the
 Association of the possible change and the Association agrees to meet with the Township to
 discuss such possible changes.

ARTICLE XXXII

COLLEGE INCENTIVE PROGRAM

A. 1. The Township and the Association agree that the amount and quality of an employee's education often enhances the value of the employee's contribution and the degree of proficiency with which the employee performs their duties. In order to provide an incentive to encourage the employee to achieve the advantages of higher education, the Township agrees that any employee who receives a degree from an accredited school of higher learning, and who is matriculated in a law enforcement program, or other job related field, approved by the Chief of Police, be compensated according to the following schedule:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Associates Degree:	\$675.00	700.00	725.00	750.00	775.00
Bachelor's Degree:	\$1,275.00	1,300.00	1,325.00	1,350.00	1,375.00
Master's Degree:	\$1,575.00	1,600.00	1,625.00	1,650.00	1,675.00

B. Compensation, as enumerated in Section A of this Article, shall be paid in a lump sum in the first pay in December and the employee's base salary shall be adjusted to include same for computation of their hourly rate.

C. The Township shall offset the costs to employees seeking college degrees in law enforcement from an accredited school of higher learning, and who is matriculated in a law enforcement program, or other job related field, approved by the Chief of Police, in accordance with the following schedule:

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3 1. Students achieving a letter grade of A shall be reimbursed seventy-five (75%)
4 percent of the tuition, books and fees.
5

6 2. Students achieving a letter grade of B shall be reimbursed sixty-five (65%)
7 percent of the costs of the tuition, books and fees.
8

9 3. Students achieving a letter grade of C shall be reimbursed fifty (50%) percent
10 of the costs of tuition, books and fees.
11

12 4. Students receiving a letter grade of D or below shall not be reimbursed.
13

14 5. Employees shall be limited to a \$3,500.00 "cap" per year per employee.
15

16 D. Employees undertaking courses for which they expect to receive reimbursement from
17 the Township must indicate, in writing, the number of courses to be taken. This must be
18 submitted to the Chief of Police prior to course attendance. No prior approval is required for
19 employees to attend college courses. The submission required under this action is to permit
20 the adequate budgeting of funds to cover reimbursements under this program.
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2 ARTICLE XXXIII
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5 SENIORITY
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8 A. Seniority is defined as an employee's total length of service with the Township,
9 beginning with the employee's original date of appointment as a full time employee.
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11 B. Employees hired prior to the effective date of this Agreement shall have in effect the
12 same seniority right as employees hired after this Agreement becomes effective.
13

14 C. All employees, below the rank of Sergeant, who hold seniority according to their last
15 date of full time hire, will have the responsibility of making routing and tactical decisions
16 whenever a ranking officer is not present or available to make decisions.
17

18 D. All employees who hold the rank of Sergeant, or above, will hold seniority according
19 to their date of appointment to their rank. Employees who have held their respective ranks for
20 the longest period will be senior to all employees of the same rank.
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2 ARTICLE XXXIV
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5 EVALUATIONS
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A. Any employee receiving an unsatisfactory evaluation may appeal said evaluation through the grievance procedure provided by this Agreement.

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2 ARTICLE XXXV
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5 EMPLOYEE TRAINING
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8 A. All employees will be permitted to attend training schools on a seniority basis and
9 based on the needs of the Police Department.
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12 B. Notices of all State Police, FBI or any other school training course or seminar will be
13 posted as they are received.
14

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16 C. A Training Committee shall be formed within the Police Department to evaluate
17 training courses and seminars, and to recommend attendance. This committee shall be
18 comprised of the Township Administrator, the Chief of Police or his representative, one
19 police Sergeant and one Senior Police Officer. The committee shall meet as required to insure
20 that appropriate consideration is given to all training requests.
21

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23 D. No provision of this Article shall limit the discretion of the Chief of Police to send any
24 one employee to more than one approved school or seminar, if such attendance is required as
25 a prerequisite to complete a specific course of training.
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28 E. The Chief of Police shall have the discretionary power to deny an employee
attendance at a school or seminar due to budgetary constraints or the staffing requirements of
the Police Department.
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3 F. It shall not be considered a change in the work schedule as defined in Article XIV, for
4 an employee to be assigned to a school or course for a period in excess of four (4) consecutive
5 days or when it is necessary to alter the employee's day or days off to accommodate such
6 school or course.
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2 ARTICLE XXXVI
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5 COMPENSATORY TIME
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8 A. Employees shall be allowed to earn compensatory time at a rate one and one-half per
9 hour of overtime worked.
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12 B. Employees shall not be permitted to accrue in excess of one hundred (100) hours of
13 compensatory time at any given time.
14

15 C. The Township reserves the right to require that compensatory time be taken, in lieu of
16 overtime payment, during the months of November and December, should funds allocated for
17 overtime payment be exhausted prior to the end of the fiscal year. Every effort shall be made
18 to insure that adequate funds are available to provide an option to all employees.
19

20 D. The Township will notify the Association by certified mail two weeks prior to the
21 projected need to implement the provisions of Section C above.
22

23 E. Compensatory time earned can be taken at any time by the employee, provided that
24 the Chief of Police or his designee is notified at least seventy-two (72) hours in advance, and
25 said approval shall not affect the manpower needs of the Department or create the need for
26 overtime payments.
27

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2 F. At least six (6) months prior to an employee's retirement, and two (2) weeks prior to
3 voluntary termination, the employee must schedule to take all of their accumulated
4 compensatory time prior to said retirement or voluntary termination. If the employee fails to
5 schedule their compensatory time, the Township, at its sole discretion can schedule the
6 compensatory time to be taken, or choose to pay the employee for their accumulated
7 compensatory time upon retirement or termination. If the employee fails to give the Township
8 the required notice, the employee shall forfeit any accumulated compensatory time not taken
9 at the time of retirement or voluntary termination.

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11 G. Compensatory time shall not be given for schools or courses which cause the
12 employee to "work" a schedule other than outlined in Article XIV unless said course is
13 required by the Township, County or State.
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2 ARTICLE XXXVII
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5 PROMOTIONS
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10 A. The Township recognizes the benefit of adopting and implementing professional
11 criteria for the promotion of officers within the Department. Based upon this recognition, the
12 Township shall utilize a standardized test as designated by the South Jersey Police Chief's
13 Association or like organization.
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3 ARTICLE XXXVIII

4 EXCHANGE OF TOURS

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6 A. An employee, upon prior notice to an authorization of the Chief of Police or designee,
7 may exchange tours of duty or days off with another employee of equal rank.

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9 B. Such request or exchange of tours of duty or days off must be submitted in writing,
10 signed by both employees, at least four (4) calendar days in advance, except in case of
11 emergency wherein the notice period may be reduced by the Chief of Police or designee.
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14 C. Under no circumstances shall any employee be permitted to exchange tours of duty or
15 days off if such exchange would entitle either employee to receive overtime or any other
16 additional pay or benefit.

17
18 D. No such substitution of employees scheduled to work shall be permitted if it is not in
19 the best interests of the Department, which could be caused by, among other things, but not
20 limited to, an emergency situation existing in the Township or the inability of the employee to
21 perform their duties properly because of working too many hours of duty or days due to
22 excessive changes or other circumstances.
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3 E. It is understood and agreed that all exchanges of tours shall be done voluntarily by the
4 employees involved; shall be for the employee's personal benefit and not the Township's and;
5 that the exchange of tour must be paid back within twelve (12) months. A record of all tour
6 exchanges shall be maintained by the Chief of Police or designee. The Township and the
7 Association understand and agree that all time worked pursuant to an exchange of tour shall
8 not constitute "compensable hours" for the purposes of overtime pursuant to the Fair Labor
9 Standards Act.
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1 ARTICLE XXXIX

2 OUTSIDE EMPLOYMENT

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5 A. Employees shall be entitled to engage in any lawful activity and obtain any lawful
6 work while off duty.

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9 B. It is understood that the full-time employees will consider their position with the
10 Township as their primary job. Any outside employment must not interfere with the
11 employee's efficiency in their position with the Township and must not constitute a conflict
12 of interest.

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14 C. No employee planning to or engaging in outside employment during the off duty
15 hours shall be permitted to wear the regulation Township uniform, unless authorized by the
16 Chief of Police.

17
18 D. Employees shall notify the Chief of Police in writing prior to engaging in any outside
19 employment. Said notification shall include the name, address and telephone number of the
20 outside employer; type of work to be performed, and; the employee's general work schedule
21 for the outside employer.

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2 ARTICLE XL

3 ENLISTMENT AGREEMENT

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5 A. All employees hired after January 1, 1986 will receive Police Academy training at
6 Township expense, and shall reimburse the Township for the costs of training and such
7 additional expenses incurred by the Township in connection with said employment and
8 Academy training, provided said employee terminates their employment with the Township
9 within twenty-four (24) months from the date of completion of the Police Academy training
10 and becomes employed elsewhere in police related work.

11
12 B. In lieu of itemizing expenses, the Township and the Association agree that the
13 maximum reimbursement required of any employee terminating employment with the
14 Township shall be five thousand (\$5,000.00) dollars. Reimbursement shall be calculated on a
15 pro-rated, per diem basis. The maximum reimbursement shall be calculated on a pro rated, per
16 diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for
17 every day the employee retains their employment with the Township, up to the twenty-four
18 (24) month period which commences with the employee's completion of the Police Academy
19 training.

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21
22 C. There shall be no reimbursement required in the event the employee is terminated or
23 separated from employment with the Township for any of the following reasons:

- 24
25
26 1. Involuntary separation for reasons beyond the employee's control, such
27 reasons not being due to misconduct or personal delinquency during the twenty-four
28 (24) month period.

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3 2. Election to resign rather than to submit to a separation proceeding, provided
4 that the reason for the pending separation is not misconduct or personal delinquency.
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7 3. Receipt of orders to report for military service, other than training duty, upon
8 submission of proof to the Township.
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11 4. Disability impairing full performance as a police officer. The employee must
12 submit to the Township acceptable medical evidence verifying said disability. If the
13 Township disputes the medical evidence, then the employee shall be sent to a
14 physician mutually agreed upon by the Association and the Township. The cost of the
15 physician shall be equally borne by the parties. The decision of this physician shall be
16 final and binding.
17

18 5. Any other reason deemed acceptable to the Township in its discretion.
19

20 D. In the event the employee is separated for personal delinquency or misconduct, they
21 shall be required to reimburse the Township for the Basic training and additional expense
22 incurred by the Township as enumerated in Sections A and B above.
23

24 E. Any monies received by the Township pursuant to N.J.S.A. 40A:14-178 as
25 reimbursement from another Township shall be used to offset any monies due and owing to
26 the Township by the employee pursuant to Section B of this Article.
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2 ARTICLE XLI
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5 CONTRACT EMPLOYMENT
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- 9 A. The Township and the Association recognize the need for police coverage of certain
10 events, such as concerts, construction site, retail establishments, etc.
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- B. The Township shall attempt, if possible, to schedule officers for such events at least one (1) week prior to the need for police coverage.

ARTICLE XLII

JURY DUTY LEAVE

A. A regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between their daily base rate of pay and the daily jury fee, subject to the following conditions:

1. The employee must notify the Chief of Police or designee immediately upon receipt of a summons for jury service;
 2. The employee has not voluntarily sought jury service;
 3. The employee is not attending jury duty during vacation and/or other time off from Township employment; and
 4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty and they are released by the Court prior to the end of their shift, that employee shall be required to return to work immediately upon release in order to receive pay for that day.

C. If an employee is scheduled to work a shift contiguous with their jury duty, they shall be reassigned to the day shift for the duration of their jury duty.

1 ARTICLE XLIII

2 CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

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4 A. All conditions not covered by this Agreement shall continue to be governed,
5 controlled, and interpreted by reference to the Township Charter, ordinances, and Rules and
6 Regulations of the Police Department of the Township. Any present or past benefits which are
7 enjoyed by the employees that have not been included in this agreement shall be continued.

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1 ARTICLE XLIV

2 SAVINGS CLAUSE

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4 A. In the event that any provision of this Agreement shall be finally determined to be in
5 violation of any applicable State of Civil Service law or regulation, such determination shall
6 not impair the validity and enforceability of the remaining other provisions of this Agreement.

7

8

9 B. In the event that any provision of this Agreement conflicts with any Township
10 Ordinance, the terms of the provisions of this Agreement shall supersede the Ordinance to the
11 extent to such conflict or inconsistency.

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2 ARTICLE XLV
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5 FULLY BARGAINED AGREEMENT
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10 A. This Agreement represents and incorporates the complete and final understanding and
11 settlement by the parties of all bargainable issues which were or could have been subject to
12 negotiations.
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16 B. The parties acknowledge that during the negotiations that resulted in this Agreement,
17 each had the unlimited right and opportunity to make demands and proposals with respect to
18 any matter or subject not removed by law from the area of collective bargaining and that the
19 understandings and agreements arrived at by the parties after the exercise of that right and
20 opportunity are set forth in this Agreement.
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23
24 C. This Agreement may be modified in whole or in part by the parties by an instrument,
25 in writing only, executed by both parties.
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ARTICLE XLVI

DURATION OF AGREEMENT

A. THIS AGREEMENT shall be effective as of January 1, 2004 and shall continue in effect until midnight, December 31, 2008.

B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing. All approved practices and procedures currently in effect, not in conflict with this Agreement, shall continue in full force throughout the duration of this Agreement.

C. The parties agree that negotiations for a successor agreement and modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining agreement is to expire. At least three (3) negotiating sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

1
2 IN WITNESS WHEREOF, the undersigned have affixed their signatures on the
3

3rd of May, 2004.

4
5 ATTEST:
6

Joan I. Anderson
7 JOAN I. ANDERSON, RMC,
8 TOWNSHIP CLERK

TOWNSHIP OF HAMILTON

Frank Giordano
9 FRANK GIORDANO, MAYOR

10 SIGNED, SEALED AND DELIVERED
11 IN THE PRESENCE OF
12

13 NEW JERSEY STATE POLICEMEN'S
14 BENEVOLENT ASSOCIATION
15 LOCAL NO. 77
16

17 MIKE BARDELLA, PRESIDENT
18

19 CHRIS GEHRING, SHOP STEWARD
20